



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
INVITATION FOR BID**

IFB NO. IFB B3E05091

TITLE: Brass Cleaning and Refinishing - Capitol Complex

ISSUE DATE: 12/8/04

REQ: NR 300 41005000025

BUYER: Wade McDonald

PHONE NO.: (573) 522-3052

E-MAIL: wade.mcdonald@oa.mo.gov

RETURN BID NO LATER THAN: 1/13/05 AT 2:00 PM

MAILING INSTRUCTIONS: Print or type **IFB Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Bids must be in DPMM office (301 W High St, Rm 630) by the return date and time.

**RETURN BID TO: DPMM or
P O BOX 809
JEFFERSON CITY MO 65102-0809**

**DPMM
301 WEST HIGH ST, RM 630
JEFFERSON CITY MO 65101**

CONTRACT PERIOD: Date of Award through One Year

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

**Division of Facilities Management
301 W. High Street, Room 590
Jefferson City MO 65102**

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Invitation for Bid (Revised 08/28/04). The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this IFB is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	
COMPANY NAME			
MAILING ADDRESS			
CITY, STATE, ZIP			
FEDERAL EMPLOYER ID NO.		SOCIAL SECURITY NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE.	
PHONENO.	FAX NO.		E-MAIL ADDRESS

NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:		
CONTRACT NO.	VENDOR NO.	CONTRACT PERIOD
BUYER	DATE	DIRECTOR

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This document constitutes an invitation for competitive, sealed bids for the provision of brass cleaning and refinishing services for the Capitol Complex located in Jefferson City, Missouri as set forth herein.
- 1.1.2 Organization - This document, referred to as an Invitation for Bid (IFB), is divided into the following parts:
- 1) Introduction and General Information
 - 2) Contractual Requirements
 - 3) Bid Submission Information
 - 4) Pricing Page(s)
 - 5) Exhibits A - B
 - 6) Terms and Conditions

1.2 Background Information:

- 1.2.1 The Division of Facilities Management has previously contracted for these services through C301114001 which expired January 15, 2004. A copy of that contract can be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System** located on the Internet at: <http://www.oa.mo.gov/purch/purch.htm>. In addition, all proposal and evaluation documentation leading to the award of that expired contract may also be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System**. Please reference the Bid number B3E01114 or the contract number C301114001 when searching for these documents.
- 1.2.2 The Capitol Complex consists of the following buildings.
- a. State Capitol Building, 201 West Capitol Ave.
 - b. Governor's Mansion, 100 Madison
 - c. Harry S Truman State Office Bldg., 301 West High Street
 - d. Broadway Bldg., 221 West High Street
 - e. Missouri State Health Lab and EDP Lab, 307 to 313 West McCarty
 - f. Missouri Blvd. State Office Bldg., 1616 Missouri Blvd.
 - g. Jefferson Building, 205 Jefferson Street
 - h. Labor and Industrial Relations Bldg., 3315 West Truman Blvd.
 - i. Feed/Seed Lab Bldg., 115 Constitution Dr.
 - j. John C. Kirkpatrick State Information Center (JCKSIC), 600 West Main
 - k. Howerton Bldg., 615 Howerton Court
 - l. Adjutant General Complex, 1717 Industrial Boulevard
 - m. Supreme Court Building, 207 West High Street
 - n. Environmental Control Center (Chiller Building), West High Street
 - o. Lewis and Clark, 1101 Riverside dr.
 - p. Mental Health, 1706 E. Elm st.
 - q. Professional Registration, 3605 Missouri Blvd.
- 1.2.3 The State Capitol Building consists of 138,000 square feet of public areas. The State Capitol Building is occupied by state employees and elected officials and their staff. In addition, hundreds of visitors tour and visit the State Capitol Building throughout the year. The building contains extensive brass accented railings, and doors.
- 1.2.4 The Harry S Truman State Office Building consists of 763,000 square feet of office space and houses various state agencies. The building contains extensive brass accented railings and doors.

- 1.2.5 The other buildings throughout the Capitol Complex contain brass accents, which include door handles, push plates, thresholds, etc.
- 1.2.6 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Invitation for Bid.

1.3 Tour of Buildings:

- 1.3.1 A tour of the buildings will be held on Wednesday, January 5, 2004, beginning promptly at 10:00 a.m. Potential bidders should meet in room 590 of the Harry S. Truman Building located at 301 W. High St, Jefferson City MO. The purpose of the tour is to allow potential bidders an opportunity to inspect the facility/building prior to submitting a bid. **POTENTIAL BIDDERS SHALL NOT BE PERMITTED TO SCHEDULE A TOUR AT A DIFFERENT TIME OR DATE.** A record of those potential bidders attending the tour will be maintained for verification purposes.
- 1.3.2 Each bidder is solely responsible for a prudent and complete personal inspection, examination, and assessment of the buildings and/or any other existing condition, factor, or item that may affect or impact the performance of service described and required by the Contractual Requirements.
- 1.3.3 Bidders are strongly encouraged to advise the Division of Purchasing and Materials Management, at least five (5) days prior to the scheduled tour of the building, of any special accommodations needed for disabled personnel who will be attending the tour so that these accommodations can be made.
- 1.1.4 All questions regarding the Invitation for Bid and/or the competitive procurement process **must** be directed to Wade McDonald of the Division of Purchasing and Materials Management at (573) 522-3052.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall provide brass cleaning and refinishing services for the Division of Facilities Management (hereinafter referred to as the state agency) buildings within the Capitol Complex located in Jefferson City, Missouri, in accordance with the provisions and requirements stated herein.
- 2.1.2 Brass cleaning and refinishing services shall include stripping, polishing, resealing, cleaning, oil rubbing, waxing, and/or restoration of the brass accents in a manner satisfactory to and acceptable by the state agency
- 2.1.3 The contractor shall perform all services on an as needed, if needed basis and to the sole satisfaction of the state agency.

2.2 Performance Requirements:

- 2.2.1 The contractor must provide brass cleaning and refinishing services on an hourly work basis and/or a refinishing project basis.
 - a. Hourly work shall be defined as brass refinishing services typically being provided for items such as door handles, faceplate(s), and side plate(s). However, the contractor shall also provide brass refinishing services on an hourly basis for other items if requested by the state agency.
 - b. Refinishing projects shall be defined as brass refinishing services typically being provided for a large area(s)/several items of brass.
- 2.2.2 Upon arrival and prior to providing any brass cleaning and refinishing services for any state agency facility included within this document, the contractor shall sign-in at the Building Manager's Office located in Room 590 at the Harry S Truman State Office Building, and contact the designated state agency representative.
- 2.2.3 When brass refinishing services are being provided, the contractor must utilize a procedure to prevent contamination of air quality.

2.3 Hourly Work Requirements:

- 2.3.1 If requested by the state agency, the contractor shall provide one (1) or more persons to provide brass cleaning and refinishing services on a temporary, hourly work basis.
- 2.3.2 The contractor must contact the state agency within eight (8) working hours after receiving the state agency's notification/request to provide brass refinishing services on an hourly work basis. The state agency shall notify the contractor of the approximate number of hours brass refinishing services are required.

2.4 Refinishing Project Requirements:

- 2.4.1 Within two (2) weeks after the state agency notifies the contractor requesting brass refinishing services on a refinishing project basis, the contractor must inspect the job site and must present the state agency with a written work plan containing the following information:
 - a. The specific item(s) and number of item(s) to be refinished.

- b. A description of the specific item(s) requiring restoration prior to refinishing, due to severe discoloration, scratching, etc.
 - c. A description of the restoration problem and the proposed method of correcting it.
 - d. The number of proposed work hours to achieve restoration.
 - e. A completion date for the refinishing project.
 - f. A guaranteed not-to-exceed price for the refinishing project based on the firm, fixed prices stated on the pricing pages.
- 2.4.2 If the state agency accepts the contractor's written work plan, the state agency shall provide the contractor with written approval to proceed with the refinishing project in accordance with the written work plan. However, the state agency reserves the right to accept or reject all or any portion of the contractor's written work plan.
- 2.4.3 The contractor shall commence with the refinishing project within four (4) weeks after receiving written approval from the state agency.
- 2.4.4 Written Change Order Requirements - The contractor shall agree and understand that the state agency may make changes in the requirements of a refinishing project prior to and during the contractor's work on the refinishing project. When the state agency notifies the contractor of such changes, the contractor must submit a written change order to the state agency if there are any changes (i.e. number of work hours, the guaranteed not-to-exceed price, and/or time frames for completion of the refinishing project) from the contractor's state agency approved written work plan as a result of the state agency's changes in the requirements of the refinishing project. The contractor must again receive the state agency's written approval to proceed with the changes specified in the change order before deviations from the contractor's state agency approved written work plan on that particular refinishing project shall be allowed.

2.5 Additional Requirements:

- 2.5.1 The contractor shall furnish all tools, labor, supplies, and equipment, which shall include but not be limited to protective devices to prevent damage to surrounding areas from refinishing procedures necessary to perform the brass refinishing services required herein.
- 2.5.2 Upon completion of a refinishing project, the project coordinator shall inspect the refinishing project and shall provide the contractor with a letter of completion to verify the completion date and acceptability of the completed refinishing project. If the refinishing project is not acceptable to the state agency, the contractor shall take corrective action as determined necessary by the project coordinator.
- 2.5.3 Because the contractor was familiar with the buildings and the conditions that existed prior to award of the contract, the contractor shall not be relieved of responsibility for performance under the contract for any reason whatsoever.

2.6 Invoicing and Payment Requirements:

- 2.6.1 Immediately upon award of the contract, the contractor needs to submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.
- a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:

<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>

- b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted.
- 2.6.2 Invoicing – The contractor must submit all itemized invoices for hourly work and refinishing projects as specified herein to the following address:

Div. of Facilities Management
Harry S Truman State Office Building
Building Manager's Office, Room 590
P.O. Box 809
Jefferson City, MO 65102

- 2.6.3 Hourly Work - The contractor must submit an itemized monthly invoice for the actual number of hours brass refinishing services were provided on an hourly work basis, as specified herein.
- a. The contractor shall be paid the firm, fixed price per hour as stated on the pricing page of this document for the actual number of hours brass refinishing services were provided on an hourly basis.
- 2.6.4 Refinishing Projects – For each refinishing project, the contractor must submit a separate invoice for services actually provided itemized by the services and firm, fixed prices stated on the pricing page. The total of the itemized invoice(s) for any one (1) refinishing project must not exceed the guaranteed not-to-exceed price stated in the contractor's approved written work plan or any approved written change orders thereto. In addition, accompanying each invoice must be a copy of the letter of completion for each refinishing project and a report which documents the actual number of hours that brass refinishing services were provided for each refinishing project.
- a. The contractor shall be paid in accordance with the applicable firm, fixed price(s) stated on the pricing page of this document for brass refinishing services provided on a refinishing project basis. However, in no event shall the amount paid the contractor for any refinishing project exceed the quoted guaranteed not-to-exceed price provided by the contractor pursuant to the final state agency approved written work plan.
- 2.6.5 Other than the payments specified above, no other payments shall be made to the contractor.

2.7 Other Contractual Requirements:

- 2.7.1 Contract: A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the bid by "notice of award" or by "purchase order". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- a. The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such

modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

- 2.7.2 Contract Period: The original contract period shall be as stated in the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 2.7.3 Renewal Periods: If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.
- 2.7.4 Termination: The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.7.5 Contractor Liability: The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- a. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
 - b. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 2.7.6 Insurance: The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees

related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

- 2.7.7 Subcontractors: Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- 2.7.8 Contractor Status: The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.7.9 Coordination: The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

3. BID SUBMISSION INFORMATION

3.1 Submission of Bids:

3.1.1 On-line Bid - If the bidder is responding electronically through the On-line Bidding web site, in addition to completing the on-line pricing, the bidder should submit completed exhibits, forms, and other information concerning the bid (including completed Pricing Pages, for renewal period pricing) as an attachment to the electronic bid. The On-line Bidding website can be found at <https://www.moolb.mo.gov>.

- a. The exhibits, forms, and pricing pages provided herein can be saved into a word processing document, completed by the bidder, and then sent as an attachment to the electronic submission. Other requested, required, or additional information may also be sent as an attachment. Additional instructions for submitting electronic attachments are on the On-line Bidding web site. Be sure to include the bid number, company name, and a contact name on any electronic attachments.
- b. In addition, the bidder may submit the exhibits, forms, Pricing Pages, etc., through mail or courier service. However, any such submission must be received prior to the specified closing date and time.
- c. If the bidder submits an electronic and hard copy bid response and if such responses are not identical, the bidder should explain which response is valid. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest.

3.1.2 Mail Bid - If the bidder is responding through the mail, the bid should be printed on recycled paper and double sided. The bidder should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding.

- a. The bidder should include a complete copy of each Exhibit and any other requested or required information with the mailed response. In addition, the bid should be page numbered.
- b. Imaging Ready – In addition, all bids are scanned into the Division of Purchasing and Materials Management imaging system after a contract is executed, or all bids are rejected.
 - 1) The scanned information will be able to be viewed through the Internet from the Public Record Search system. Therefore, the bidder is advised not to include personal identifying information such as social security numbers in the bid.
 - 2) In preparing a bid, the bidder should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the bids. Glue bound materials should not be used.

3.1.3 Miscellaneous Information - The bidder should complete Exhibit B, Miscellaneous Information, to document: (1) if the bidder qualifies as either a nonprofit organization for the blind or a sheltered workshop, or if the bidder is proposing to include products and/or services manufactured, produced, or assembled by such an organization, (2) whether the bidder and/or any of the owners of the bidder's organization are currently an employee of the State of Missouri, a member of the General Assembly, or a statewide elected official, (3) if any products and/or services being bid are being manufactured or performed at sites outside the continental United States, and (4) a thorough knowledge of the building/facility based on either the bidder's attendance at the scheduled tour or through other knowledge of the building/facility gained from some other means.

3.2 Evaluation Process – Bids will be reviewed to determine if the bid complies with the mandatory requirements and to determine the lowest responsible and reliable bidder.

3.2.1 Low Bid Determination:

- a. Objective Evaluation of Cost –The cost evaluation shall be based on a sum of the following services, based on the firm, fixed prices stated on the Pricing Page and the following quantities:

- 100 hours of hourly work
- 5,000 linear feet of handrails
- 16 water fountains
- 35 elevator doors
- 10 elevator interiors
- 6 revolving doors
- 8 swinging doors
- 20 hours of cleaning various brass accents

- 1) Utilizing the total cost determined from above, cost points shall be determined using a scale of 100 possible points and the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 100 = \text{Cost score points}$$

- 2) The evaluation of cost will include the original and any potential renewal periods.
- 3) Bidders shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.

- b. Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to 34.165 RSMo, a five (5) bonus point preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for bidders qualifying for the preference.

- 1) If the bidder is an organization for the blind or sheltered workshop, the bidder should provide evidence of qualifications (i.e., copy of certificate or certificate number).
- 2) If the bidder is utilizing an organization for the blind or a sheltered workshop as a subcontractor, the bidder should submit: (1) a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid the contractor's performance under the prospective state contract and (2) evidence that the subcontractor qualifies as an organization for the blind or sheltered workshop.
- 3) A list of Missouri sheltered workshops can be found at the following internet address:
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>

- 3.2.2 Responsible and Reliability Determination - The bidder should submit any of, but not limited to, the information requested herein in order to demonstrate the responsibility and reliability of the bidder. Failure of the bidder to submit sufficient information to document that the bidder is responsive and responsible may cause an adverse impact on the evaluation of the bid.

a. Responsibility and Reliability in Experiences:

- 1) The bidder should provide the following information related to previous and current services/contracts performed by the bidder's organization and any proposed subcontractors which are similar to the requirements of this IFB. The information may be shown on the form attached as Exhibit A to this IFB or in a similar manner.
 - Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
 - Dates of the service/contract; and
 - A brief, written description of the specific prior services performed and requirements thereof.
- 2) If references for current and/or previous contracts are not identified in the bid, the Division of Purchasing and Materials Management may request that the bidder identify one or more references. The Division of Purchasing and Materials Management must receive the reference(s) within twenty-four hours of the request. Failure of the bidder to identify one or more references may result in the bid being rejected.

b. Business Compliance - The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder and any proposed subcontractors are presently in compliance with such laws. The bidder shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but not necessarily be limited to:

- 1) Registration of business name (if applicable)
- 2) Certificate of authority to transact business/certificate of good standing (if applicable)
- 3) Taxes (e.g., city/county/state/federal)
- 4) State and local certifications (e.g., professions/occupations/activities)
- 5) Licenses and permits (e.g., city/county license, sales permits)
- 6) Insurance (e.g., worker's compensation/unemployment compensation)

c. Familiarity of Buildings – A bidder's familiarity with the buildings is considered essential to obtain a clear and complete understanding of the requirements. Therefore, on Exhibit B, the bidder should document a thorough knowledge of the buildings based on either (1) the bidder's attendance at a tour, or (2) through other knowledge of the buildings gained from some other means.

- 1) The state agency will provide the Division of Purchasing and Materials Management with the attendance record documenting all bidders who attended the scheduled tour.
- 2) If the bidder did not attend the scheduled tour, the bidder must provide relevant information regarding the bidder's familiarity with the physical layout, condition, etc. of the buildings. The bidder is advised that neither the review of buildings floor plans nor an independent public viewing gives an accurate account or knowledge of the buildings for brass cleaning and refinishing purposes. Therefore, the bidder should not assume that such a review makes a bidder familiar with the facility/building.

3.2.3 Final Determination - Any bid which does not comply with the mandatory requirements of the IFB will not be considered for an award. In addition, the State of Missouri reserves the right to reject any bid for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory performance of similar services by the

bidder within the past three (3) years, (2) inability of the bidder to document responsible and reliable past performances similar to the services required, (3) failure by the bidder to demonstrate familiarity with the physical layout and condition of the buildings, and/or (4) failure of the bidder to provide a reference(s).

- 3.3 Contract Award:** The contract will be awarded to the lowest responsive and responsible bidder determined as specified herein.

4. PRICING PAGE

- 4.1 Brass Cleaning and Refinishing:** - The bidder shall provide a firm fixed prices in the table below for the original contract period and a maximum price for each potential renewal period for providing the services in accordance with the provisions and requirements of this IFB. All costs associated with providing the required services shall be included in the stated prices.

Line Item	Description (C/S Code: 91007)	Original Contract Period <i>Firm, Fixed Price</i>	1st Renewal Period <i>Maximum Price</i>	2nd Renewal Period <i>Maximum Price</i>
001	Brass Cleaning and Refinishing Services - Hourly Work	\$_____ <i>per hour</i>	\$_____ <i>per hour</i>	\$_____ <i>per hour</i>
002	Refinish Brass Handrails	\$_____ <i>per linear foot</i>	\$_____ <i>per linear foot</i>	\$_____ <i>per linear foot</i>
003	Refinish Water Fountain	\$_____ <i>per water fountain</i>	\$_____ <i>per water fountain</i>	\$_____ <i>per water fountain</i>
004	Refinish Brass Elevator Doors and Framework	\$_____ <i>per elevator</i>	\$_____ <i>per occurrence</i>	\$_____ <i>per occurrence</i>
005	Refinish Brass Elevator Interior	\$_____ <i>per elevator</i>	\$_____ <i>per elevator</i>	\$_____ <i>per elevator</i>
006	Refinish Brass Revolving Doors	\$_____ <i>per door</i>	\$_____ <i>per door</i>	\$_____ <i>per door</i>
007	Refinish Brass Swing Doors	\$_____ <i>per door</i>	\$_____ <i>per door</i>	\$_____ <i>per door</i>
008	Refinish Brass Accents, Faceplates, Side Plates, Step Stringers,	\$_____ <i>per hour</i>	\$_____ <i>per hour</i>	\$_____ <i>per hour</i>

EXHIBIT A
PRIOR EXPERIENCE

1. **Prior Services Performed for:**

Company Name:
Address:

Contact Name:
Telephone Number:

Description of Prior Services (include dates):

2. **Prior Services Performed for:**

Company Name:
Address:

Contact Name:
Telephone Number:

Description of Prior Services (include dates):

3. **Prior Services Performed for:**

Company Name:
Address:

Contact Name:
Telephone Number:

Description of Prior Services (include dates):

EXHIBIT B**MISCELLANEOUS INFORMATION****Organizations for the Blind or Sheltered Workshop**

If the bidder qualifies as either a nonprofit organization for the blind or a sheltered workshop, or if the bidder is proposing to include products and/or services manufactured, produced, or assembled by such an organization, the bidder should identify the name of the organization in the space below and should attach all supporting documentation, as referenced elsewhere herein.

Name & Address of Organization for Blind/Sheltered Workshop:	_____ _____ _____
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Outside United States

If any products and/or services bid are being manufactured or performed at sites outside the continental United States, the bidder MUST disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the continental United States?	Yes _____	No _____
Describe and provide details:		

Employee Bidding/Conflict of Interest

A bidder who is an employee(s) of the State of Missouri, a member of the General Assembly, or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder and/or any of the owners of the bidder's organization are currently an employee of the State of Missouri, a member of the General Assembly, or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:		
	In what office/agency are they employed?	
	Employment Title:	
Percentage of ownership interest in bidder's organization:		_____ %

Exhibit B - continued**Familiarity of Buildings**

The bidder must document a thorough knowledge of the buildings based on either (1) the bidder's attendance at the scheduled tour or (2) through other knowledge of the facility/building gained from some other means.

_____	I attended the scheduled tour. The bidder's attendance at the tour shall be verified by the attendance record.
_____	I did <u>not</u> attend the scheduled tour. The bidder must provide relevant information regarding their familiarity with the physical layout, condition, etc. of the buildings. The bidder is advised that neither the review of buildings floor plans nor an independent public viewing gives an accurate account of knowledge of the buildings for brass cleaning and refinishing purposes.

**STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**

TERMS AND CONDITIONS -- INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an IFB or to a contract.
- c. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- j. **Invitation for Bid (IFB)** means the solicitation document issued by the DPMM to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the DPMM, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The IFB is available for viewing and downloading on the state's On-Line Bidding website. Registered vendors are electronically notified or mailed the IFB based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the bidder must notify the buyer in writing or update the address themselves on the state's On-Line Bidding website.
- f. The DPMM reserves the right to officially amend or cancel an IFB after issuance.

4. PREPARATION OF BIDS

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the bidder, if such bidder is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB. Any such bidder needs to include in the bid, a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

5. SUBMISSION OF BIDS

- a. Bids may be submitted electronically as permitted by the IFB through the State of Missouri's On-Line Bidding website or hard copy delivered to the DPMM office. Delivered bids must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the DPMM post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the DPMM office (address listed above) no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid submitted electronically may be modified on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid submitted electronically may be canceled on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. When submitting a bid electronically, the bidder indicates acceptance of all IFB terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Bidders delivering a hard copy bid to DPMM must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.

6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Prices shall be posted on the state's On-Line Bidding website after the official opening date and time. The DPMM will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, DPMM reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DPMM reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, DPMM may negotiate for the required supplies.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the DPMM to the successful bidder. The DPMM reserves the right to make awards by item, group of items, or on an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. The DPMM posts all bid results on the On-line Bidding website for a reasonable period after bid award and maintains images of all bid file material for review. Bidders who include an email address with their bid will be notified of the award results via email.
- l. The DPMM reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of contract award(s) shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) DPMM's acceptance of the response (bid) by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be captured in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;

- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 08/28/04